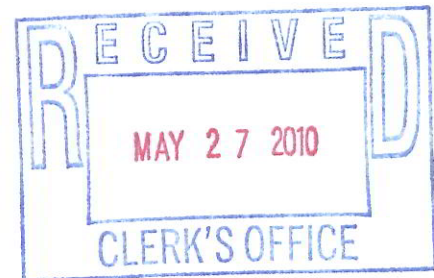


485

Clerk's Contract and Agreement Cover Page

Year:	2010	Legistar File ID#:	2010-0206
Multi Year:	☐	Amount	\$2,277,936.25
Contract Type:	Small Construction/Inst		
Contractor's Name:	Crowley-Sheppard Asphalt		
Contractor's AKA:			
Execution Date:	5/20/2010		
Termination Date:	11/15/2010		
Renewal Date:			
Department:	Public Works/Streets		
Originating Person:	Rich Rittenbacher		
Contract Description:	2010 Road Improvement Program		



Tuesday, May 25, 2010

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

May 25, 2010

Mr. R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415

RE: *NOTICE TO PROCEED*
2010 Road Improvement Program

Dear Mr. Sheppard:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds on May 24, 2010 along with the signed contracts.

Please contact Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 20, 2010 in an amount not to exceed Two Million Two Hundred Seventy Seven Thousand Nine Hundred Thirty-Six and 25/100 (\$2,277,936.25) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Rich Rittenbacher
Barb O'Brien

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
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James V. Dodge
Edward G. Schussler III
Patricia Gira

May 20, 2010

Mr. R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415

NOTICE OF AWARD – 2010 Road Improvement Program

Dear Mr. Sheppard:

This notification is to inform you that on May 17, 2010, the Village of Orland Park Board of Trustees approved awarding Crowley-Sheppard Asphalt Inc. the contract in accordance with the bid you submitted dated April 16, 2010, for 2010 Road Improvement Program for an amount not to exceed Two Million Two Hundred Seventy Seven Thousand Nine Hundred Thirty-Six and 25/100 (\$2,277,936.25) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by June 4, 2010.

1. I am attaching the Contract for 2010 Road Improvement Program. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit Performance and Payment Bonds, dated May 20, 2010. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski 
Contract Administrator

cc: Tom Martin
Rich Rittenbacher

VILLAGE OF ORLAND PARK
2010 Road Improvement Program
(Contract for Small Construction or Installation Project)

This Contract is made this 20th day of May, 2010 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Crowley-Sheppard Asphalt Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual dated April 2, 2010, for the Work as described in Section 2 hereunder

- The Invitation to Bid
- The Instructions to the Bidders

The Bid Proposal dated April 16, 2010, as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Street resurfacing, storm sewer, curb, sidewalk, and paving improvements

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the

WORK:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
01.	4" P,C,C, MEDIAN SURFACE	2,300	S.Y.	\$3.50	\$ 8,050.00
02.	5 FT. x 5 IN. P.C.C. SIDEWALK	3,250	S.F.	\$4.70	\$ 15,275.00
03.	REMOVE & REPLACE 5 IN. P.C.C. SIDEWALK	11,910	S.F.	\$4.70	\$ 55,977.00
04.	DETECTABLE WARNING PLATE	64	EA.	\$120.00	\$ 7,680.00
05.	CURB & GUTTER, M-3.12	235	L.F.	\$14.50	\$ 3,407.50
06.	CURB & GUTER, B-6.12	605	L.F.	\$15.50	\$ 9,377.50
07.	REMOVE & REPLACE CURB & GUTTER, M3.12 CURB	9,160	L.F.	\$17.25	\$158,010.00
08.	REMOVE & REPLACE CURB & GUTTER, B6.12 CURB	650	L.F.	\$18.50	\$ 12,025.00
09.	CONCRETE SLAB RAISING	2,150	S.F.	\$4.00	\$ 8,600.00
10.	PNEUMATIC CURB REPAIR	2,170	L.F.	\$25.00	\$ 54,250.00
11.	REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT	1,150	S.F.	\$6.00	\$ 6,900.00
12.	REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT	112	S.Y.	\$31.00	\$ 3,472.00
13.	PAVER-BRICK DRIVEWAY REPAIR	290	S.F.	\$12.00	\$ 3,480.00
14.	HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR	10	S.Y.	\$150.00	\$ 1,500.00
15.	EARTH EXCAVATION	158	C.Y.	\$45.00	\$ 7,110.00
16.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (1.75" Depth)	37,800	S.Y.	\$2.00	\$ 75,600.00
17.	BITUMINOUS SURFACE REMOVAL, EDGE MILLING	28,850	S.Y.	\$1.00	\$ 28,850.00
18.	BITUMINOUS MATERIALS, PRIME COAT	22,420	GAL.	\$0.10	\$ 2,242.00
19.	BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL	19,790	GAL.	\$1.20	\$ 23,748.00
20.	HOT IN-PLACE RECYCLING	9,900	S.Y.	\$4.25	\$ 42,075.00
21.	CLASS D PATCHES, VARIOUS TYPES (PLAN)	3,365	TON	\$95.00	\$319,675.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
22.	CLASS D PATCHES, VARIOUS TYPES – OFF-SITE	800	TON	\$125.00	\$100,000.00
23.	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	8	TON	\$200.00	\$ 1,600.00
24.	PREPARATION OF BASE	140	S.Y.	\$0.50	\$ 70.00
25.	AGGREGATE BASE REPAIR	170	TON	\$16.00	\$ 2,720.00
26.	AGGREGATE BASE COURSE, TYPE B	73	TON	\$16.00	\$ 1,168.00
27.	TRENCH BACKFILL, WASHED CA-7	677	TON	\$16.00	\$ 10,832.00
28.	TRENCH BACKFILL, CA-6	1,125	TON	\$16.00	\$ 18,000.00
29.	LEVELING BINDER, MACHINE METHOD, N50	4,040	TON	\$65.00	\$262,600.00
30.	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	25	TON	\$100.00	\$ 2,500.00
31.	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	10,995	TON	\$65.00	\$714,675.00
32.	AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 4 OZ./S.Y.	66,220	S.Y.	\$0.90	\$ 59,598.00
33.	STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B	450	S.F.	\$1.00	\$ 450.00
34.	SEEDING, SALT TOLERANT MIXTURE 7	1,200	S.Y.	\$1.25	\$ 1,500.00
35.	SODDING, (& TOPSOIL)	1,890	S.Y.	\$7.45	\$ 14,080.50
36.	TOPSOIL FURNISH AND PLACE, 9"	110	S.Y.	\$8.15	\$ 896.50
37.	PAVING BRICK PAVEMENT	550	S.F.	\$15.85	\$ 8,717.50
38.	6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN	10,060	L.F.	\$14.50	\$145,870.00
39.	24 IN. INLET	45	EA.	\$900.00	\$ 40,500.00
40.	FRAMES & LIDS TO BE ADJUSTED (Steel Ring)	17	EA.	\$110.00	\$ 1,870.00
41.	ADJUST & REMORTAR STRUCTURE FRAME	44	EA.	\$325.00	\$ 14,300.00
42.	RECONSTRUCT MANHOLE, BLOCK	3	EA.	\$900.00	\$ 2,700.00
43.	RECONSTRUCT MANHOLE, CONE SECTION	2	EA.	\$900.00	\$ 1,800.00
44.	RECONSTRUCT MANHOLE, FLAT SLAB	2	EA.	\$900.00	\$ 1,800.00
				<u>UNIT</u>	

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>PRICE</u>	<u>AMOUNT</u>
45.	RE-MORTAR STRUCTURE	132	EA.	\$95.00	\$ 12,540.00
46.	THERMOPLASTIC PAVEMENT MARKING, LINE	3,365	S.F.	\$2.15	\$ 7,234.75
47.	THERMOPLASTIC PAVEMENT MARKING, SYMBOL	60	S.F.	\$4.50	\$ 270.00
48.	DETECTOR LOOP	180	L.F.	\$13.00	\$ 2,340.00

TOTAL: Two Million Two Hundred Seventy Seven Thousand Nine Hundred Thirty - Six and 25/100 (\$2,277,936.25) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by November 15, 2010, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail,

return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

R.A. Sheppard
Crowley-Sheppard Asphalt Inc.
6525 W. 99th Street
Chicago Ridge, Illinois 60415
Telephone: 708-499-2900
Facsimile: 708-499-3106
e-mail: crowleysheppardmd@ameritech.net

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

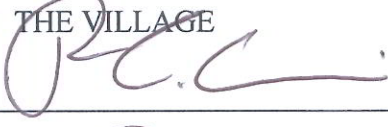
SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

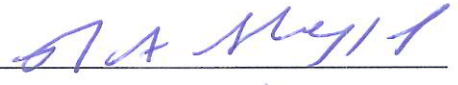
By: 

Print name: PAUL G. GRIMES

Its: Village Manager

Date: 5/24/10

FOR: THE CONTRACTOR

By: 

Print name: R.A. Sheppard

Its: president

Date: 5/21/10

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between the Village of Orland Park (the "VILLAGE") and Crowley-Sheppard Asphalt, Inc. (the "CONTRACTOR") for 2010 Road Improvement Program (the "WORK") dated May 20, 2010 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.

- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and

all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

- 1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- a. Agreement between the parties
- b. General Conditions to the Agreement
- c. Special Conditions to the Agreement, if any
- d. The Project Manual dated April 2, 2010 which includes
 - i. Instructions to the Bidders
 - ii. Invitation to Bid
 - iii. Specifications and Drawings, if any
- e. Accepted Bid Proposal as it conforms to the bid requirements
- f. Addenda, if any
- g. Required Certificates of Insurance
- h. Certification of Eligibility to Enter into Public Contracts
- i. All Certifications required by the VILLAGE
- j. Required Certifications and documents as may be required by other project funding agencies
- k. Performance and Payment Bonds, if required

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be

made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a full and final release and waiver of all liens covering all of the WORK performed under the CONTRACT prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors and material suppliers have been paid in full and there are no contract balances outstanding and owed to any Subcontractor or material supplier.

3.4 All payments shall be made to CONTRACTOR by VILLAGE pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the VILLAGE Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent,

trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the

CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

EXHIBIT A

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY

STATUTORY coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the WORK under this CONTRACT. Such insurance shall hold the VILLAGE free and harmless of all personal injuries of all persons whom the CONTRACTOR may employ directly or through Subcontractors

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence \$5,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

CROWLEY-SHEPPARD ASPHALT INC.
6525 W. 99TH STREET
P.O. BOX 157
CHICAGO RIDGE, IL 60415-0157



VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

2010 Road Improvement Program

ISSUED

Friday, April 2, 2010

BID OPENING

Monday, April 19, 2010
11:00 A.M.

3
CROWLEY-SHEPPARD ASPHALT INC.
6525 W. 99TH STREET
P.O. BOX 157
CHICAGO RIDGE, IL 60415-0157

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

2010 Road Improvement Program

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: CROWLEY-SHEPPARD ASPHALT INC.

Address: 6525 W 99th ST

City, State, Zip Code: CHICAGO RIDGE, IL 60415

Contact Person: R.A. SHEPPARD

FEIN #: 36-3932361

Phone: (708) 499-2900 Fax: (708) 499-3106

E-mail Address: CrowleySheppardmd@Ameritech.net

Signature of Authorized Signee: [Signature]

Title: PRESIDENT Date: 4-16-10

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: \$ 2,277,936.25

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(NOTE: At least 60 days should be allowed for evaluation and approval.)

UNIT PRICE BID SHEET

2010 Road Improvement Program

Orland Park Street Resurfacing, Storm Sewer, Curb, Sidewalk, and Paving Improvements

The undersigned, having become familiar with the Documents, Construction Plans, and Specifications on file in the office of the Owner as designated in the Invitation to Bid, hereby proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following schedule in connection with the construction of the 2010 Road Improvement Program- street resurfacing, storm sewer, curb, sidewalk, and paving improvements.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
01.	4" P.C.C. MEDIAN SURFACE	2300 S.F.	<u>3.50</u>	<u>8050.00</u>
02.	5 FT. x 5 IN. PCC SIDEWALK	3250 S.F.	<u>4.70</u>	<u>15,275.00</u>
03.	REMOVE & REPLACE 5 IN. PCC SIDEWALK	11910 S.F.	<u>4.70</u>	<u>55,977.00</u>
04.	DETECTABLE WARNING PLATE	64 EA.	<u>120.00</u>	<u>7680.00</u>
05.	CURB & GUTTER, M-3.12	235 L.F.	<u>14.50</u>	<u>3407.50</u>
06.	CURB & GUTTER, B-6.12	605 L.F.	<u>15.50</u>	<u>9377.50</u>
07.	REMOVE & REPLACE CURB & GUTTER, M3.12 CURB	9160 L.F.	<u>17.25</u>	<u>158,010.00</u>
08.	REMOVE & REPLACE CURB & GUTTER, B6.12 CURB	650 L.F.	<u>18.50</u>	<u>12,025.00</u>
09.	CONCRETE SLAB RAISING	2150 S.F.	<u>4.00</u>	<u>8600.00</u>
10.	PNEUMATIC CURB REPAIR	2170 L.F.	<u>25.00</u>	<u>54,250.00</u>
11.	REMOVE & REPLACE 6 IN. P.C.C. DRIVEWAY PAVEMENT	1150 S.F.	<u>6.00</u>	<u>6900.00</u>
12.	REMOVE & REPLACE 2.5 IN. ASPHALT DRIVEWAY PAVEMENT	112 S.Y.	<u>31.00</u>	<u>3472.00</u>
13.	PAVING BRICK DRIVEWAY REPAIR	290 S.F.	<u>12.00</u>	<u>3480.00</u>
14.	HMA IMPRINTED DRIVEWAY PAVEMENT REPAIR	10 S.Y.	<u>150.00</u>	<u>1500.00</u>
15.	EARTH EXCAVATION	158 C.Y.	<u>45.00</u>	<u>7110.00</u>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
16.	BITUMINOUS SURFACE REMOVAL, ENTIRE ROAD WIDTH (1.75" Depth)	37800 S.Y.	<u>2.00</u>	<u>75600⁰⁰</u>
17.	BITUMINOUS SURFACE REMOVAL, EDGE MILLING	28850 S.Y.	<u>1.00</u>	<u>28850⁰⁰</u>
18.	BITUMINOUS MATERIALS, PRIME COAT	22420 GAL.	<u>.10</u>	<u>2242⁰⁰</u>
19.	BITUMINOUS MATERIALS- PRIME COAT, REFLECTIVE CRACK CONTROL	19790 GAL.	<u>1.20</u>	<u>23748⁰⁰</u>
20.	HOT IN-PLACE PAVEMENT RECYCLING	9900 S.Y.	<u>4.25</u>	<u>42075⁰⁰</u>
21.	CLASS D PATCHES, VARIOUS TYPES (PLAN)	3365 TON	<u>95⁰⁰</u>	<u>319675⁰⁰</u>
22.	CLASS D PATCHES, VARIOUS TYPES - OFF-SITE	800 TON	<u>125⁰⁰</u>	<u>100,000⁰⁰</u>
23.	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS ^{2.45}	8 TON	<u>200.00</u>	<u>1600⁰⁰</u>
24.	PREPARATION OF BASE ^{2.45}	140 S.Y.	<u>.50</u>	<u>70.00</u>
25.	AGGREGATE BASE REPAIR	170 TON	<u>16.00</u>	<u>2720⁰⁰</u>
26.	AGGREGATE BASE COURSE, TYPE B	73 TON	<u>16.00</u>	<u>1168⁰⁰</u>
27.	TRENCH BACKFILL, WASHED CA-7	677 TON	<u>16.00</u>	<u>10832⁰⁰</u>
28.	TRENCH BACKFILL, CA-6	1125 TON	<u>16.00</u>	<u>18000⁰⁰</u>
29.	LEVELING BINDER, MACHINE METHOD, N50	4040 TON	<u>65.00</u>	<u>262600⁰⁰</u>
30.	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	25 TON	<u>100.00</u>	<u>2500⁰⁰</u>
31.	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	10995 TON	<u>65.00</u>	<u>714675⁰⁰</u>
32.	AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A- 4 OZ./S.Y.	66220 S.Y.	<u>.90</u>	<u>59598⁰⁰</u>
33.	STRIP REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM B	450 S.F.	<u>1.00</u>	<u>450⁰⁰</u>
34.	SEEDING, SALT TOLERANT LAWN MIXTURE	71200 S.Y.	<u>1.25</u>	<u>1500⁰⁰</u>
35.	SODDING (& TOPSOIL)	1890 S.Y.	<u>7.45</u>	<u>14080⁵⁰</u>
36.	TOPSOIL FURNISH AND PLACE, 9"	110 S.Y.	<u>8.15</u>	<u>896⁵⁰</u>
37.	PAVING BRICK PAVEMENT	550 S.F.	<u>15.85</u>	<u>8717⁵⁰</u>
38.	6 IN. PERFORATED PVC STORM SEWER UNDERDRAIN	10060 L.F.	<u>14.50</u>	<u>145870⁰⁰</u>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
39.	24 IN. INLET	45 EA.	<u>900⁰⁰</u>	<u>40 500⁰⁰</u>
40.	FRAMES & LIDS TO BE ADJUSTED (Steel Ring)	17 EA.	<u>110⁰⁰</u>	<u>1870⁰⁰</u>
41.	ADJUST & REMORTAR STRUCTURE FRAME	44 EA.	<u>325⁰⁰</u>	<u>14300⁰⁰</u>
42.	RECONSTRUCT MANHOLE, BLOCK	3 EA.	<u>900⁰⁰</u>	<u>2700⁰⁰</u>
43.	RECONSTRUCT MANHOLE, CONE SECTION	2 EA.	<u>900⁰⁰</u>	<u>1800⁰⁰</u>
44.	RECONSTRUCT MANHOLE, FLAT SLAB	2 EA.	<u>900⁰⁰</u>	<u>1800⁰⁰</u>
45.	RE-MORTAR STRUCTURE	132 EA.	<u>95⁰⁰</u>	<u>12540⁰⁰</u>
46.	THERMOPLASTIC PAVEMENT MARKING, LINE	3365 S.F.	<u>2.15</u>	<u>7234.75</u>
47.	THERMOPLASTIC PAVEMENT MARKING, SYMBOL	60 S.F.	<u>4.50</u>	<u>270⁰⁰</u>
48.	DETECTOR LOOP	180 L.F.	<u>13.00</u>	<u>2340⁰⁰</u>

TOTAL AMOUNT

\$ 2277936.25
 (Enter this amount as Total Bid Price on bidder summary sheet)

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project

Bidder/Contractor:

Firm Name: CROWLEY-SHEPPARD ASPHALT INC.

Signed: [Signature]

Title: PRESIDENT

Dated: 4-16-10

Attest: [Signature]

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

CROWLEY SHEPPARD ASPHALT INC.
Business Name

(Corporate Seal)


Signature

R.A. SHEPPARD
Print or type name

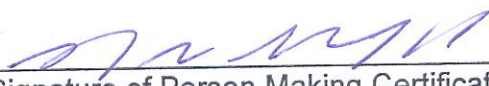
PRESIDENT
Title

4-16-10
Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

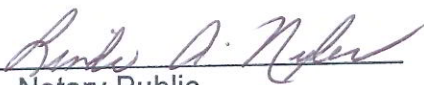
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, R.A. SHEPPARD, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)
of CROWLEY-SHEPPARD ASPHALT INC., the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.

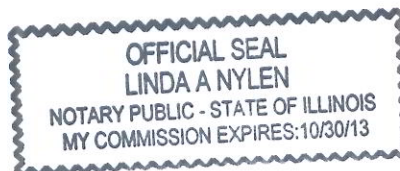


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 16th Day
of April, 2010.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: 

ATTEST: 

DATE: 4-16-10

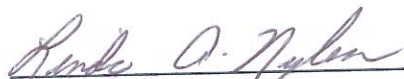
**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor: CROWLEY SHEPPARD ASPHALT INC.

By: 
(Authorized Officer) R.A. SHEPPARD, PRESIDENT

Subscribed and Sworn to
before me this 16th day
of April, 20 10


Notary Public



**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

R.A. SHEPPARD, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

CROWLEY-SHEPPARD ASPHALT INC. having submitted a proposal for:
(Name of Company)

2010 ROAD IMPROVEMENT PROGRAM
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
CROWLEY-SHEPPARD ASPHALT INC. is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.

 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

 ☒ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 16th
Day of April, 2010.

[Signature]
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, R. A. SHEPPARD, having been first duly sworn depose
and state as follows:

I, R A SHEPPARD, am the duly authorized
agent for CROWLEY-SHEPPARD ASPHALT INC, which has
submitted a bid to the Village of Orland Park for

2010 ROAD IMPROVEMENT PROGRAM and I hereby certify
(Name of Project)

that CROWLEY-SHEPPARD ASPHALT INC
(Name of Company)

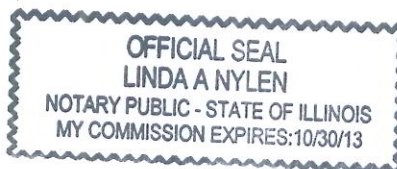
participates in apprenticeship and training programs approved and registered with
the United States Department of Labor Bureau of Apprenticeship and Training.

By: [Signature]

Title: PRESIDENT

Subscribed and Sworn to
Before me this 16th
Day of April, 2010

[Signature]
Notary Public



REFERENCES

(Please type)

ORGANIZATION CITY OF BURBANK
ADDRESS C/O FRANK NOVOTNY & ASSOCIATES
CITY, STATE, ZIP 825 MIDWAY DRIVE WILLOWBROOK, IL 60527
PHONE NUMBER 630-887-8640
CONTACT PERSON EMR TIM GEARY
DATE OF PROJECT 2008/2009

ORGANIZATION CITY OF PALOS HEIGHTS
ADDRESS C/O MORRIS ENGINEERING INC.
CITY, STATE, ZIP 5100 S LINCOLN Lisle, ILLINOIS 60532
PHONE NUMBER 630-271-0770
CONTACT PERSON MR. JOHN VASAALIS
DATE OF PROJECT 2008/2009

ORGANIZATION VILLAGE OF CHICAGO RIDGE
ADDRESS C/O BURKE ENGINEERING
CITY, STATE, ZIP 9575 W HIGGINS ROAD ROSEMONT, IL 60018
PHONE NUMBER 847-417-4221
CONTACT PERSON LISA GASPERIE
DATE OF PROJECT 2008/2009

Bidder's Name: CROWLEY SHEPPARD ASPHALT INC

Signature & Date:  4-16-10

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$5,000,000 – Each Occurrence

\$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 16th DAY OF April, 2010

Signature

R.A. SHEPPARD

PRESIDENT

Printed Name & Title

Authorized to execute agreements for:

CROWLEY-SHEPPARD ASPHALT INC.

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

 OP ID KS
CROWL-1

DATE (MM/DD/YYYY)

04/16/10

PRODUCER Connor & Gallagher Ins. Serv. 4933 Lincoln Avenue, Suite 5 Lisle, IL 60532 Phone: 630-810-9100 Fax: 630-810-0100		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Crowley-Sheppard Asphalt, Inc. 6525 West 99th Street Chicago Ridge IL 60415-0157		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: West Bend Mutual Ins. Co.	15350
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	CPD0657792	12/31/09	12/31/10	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 Emp Ben. \$ \$1,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Comp \$500 ☒ Coll \$500	CPD0657792	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$0	CPD0662446	12/31/09	12/31/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N ☒ N	WCD0656197	12/31/09	12/31/10	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		OTHER Equipment Floater	CPD0657792	12/31/09	12/31/10	Rent/Lsd 250000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 2010 Road Improvement Program.

CERTIFICATE HOLDER

CANCELLATION

ORLANDP VILLAGE OF ORLAND PARK 15655 S. RAVINIA AVENUE ORLAND PARK IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2009/01)

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NOTEPAD:

HOLDER CODE ORLANDP

CROWL-1

PAGE 2

INSURED'S NAME Crowley-Sheppard Asphalt, Inc.

OP ID RS

DATE 04/16/10

The Village of Orland Park and their respective officers, trustess, directors, employees, and agents are listed as addiitonal insureds on a primary & non-contributory basis with respects to the General Liability policy as their interest may appear. A waiver of subrogation applies to the General Liability and Workers Compensation policy.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we CROWLEY-SHEPPARD ASPHALT, INC.
6525 West 99th Street
Chicago Ridge, IL 60415-0157
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of MD
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

VILLAGE OF ORLAND PARK
14700 S. Ravina Ave., Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of

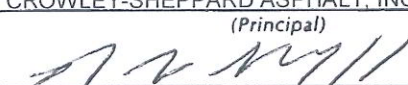
Ten percent of amount bid. Dollars (\$ Bid 10% of Amount),

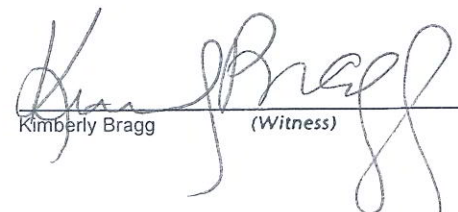
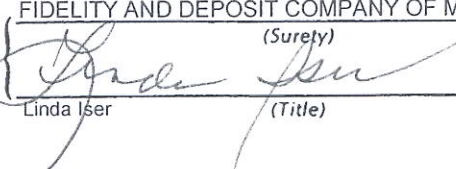
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Grind, Overlay, Structure Adjustments, Concrete Curb and sidewalk patches

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of April 2010


(Witness)
CROWLEY-SHEPPARD ASPHALT, INC.
(Principal) (Seal)

(Title) PRESIDENT


Kimberly Bragg (Witness)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety) (Seal)

Linda Iser (Title) Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

William J. Mills

Eric D. Barnes

Assistant Secretary

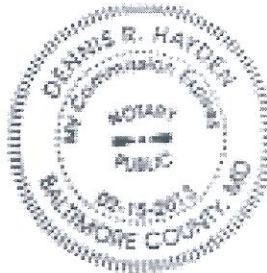
William J. Mills

Vice President

State of Maryland }
Baltimore County } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

My Commission Expires: February 15, 2013

Dennis R. Hayden

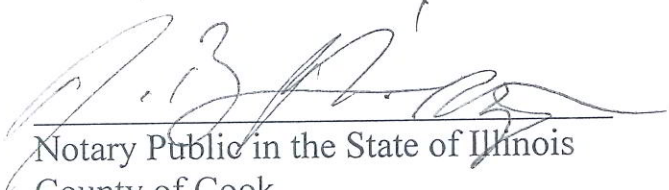
Notary Public

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 6th day of April, 2010, before me, J. Brian McTaggart, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 08993890

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
CROWLEY-SHEPPARD ASPHALT, INC.
6525 West 99th Street
Chicago Ridge, IL 60415-0157

SURETY (Name and Principal Place of Business):
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

OWNER (Name and Address):
VILLAGE OF ORLAND PARK,
14700 S. Ravina Ave.
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date:

Amount: \$2,277,936.25 Two million two hundred seventy seven thousand nine hundred thirty six and 25/100

Description (Name and Location):

2010 Road Improvement Program

BOND

Date (Not earlier than Construction Contract Date): 5/20/10

Amount: Two Million Two Hundred Seventy Seven Thousand Nine Hundred Thirty Six and 25/100 Dollars (\$2,277,936.25)

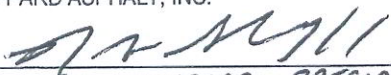
Modifications to this Bond:

☒ None

☐ See Page 3

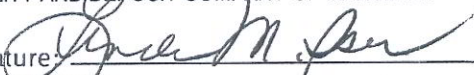
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
CROWLEY-SHEPPARD ASPHALT, INC.

Signature: 
Name and Title: R.A. SHEPPARD, PRESIDENT

SURETY

Company: (Corporate Seal)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Signature: 
Name and Title: Linda M. Iser, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Aon Risk Services Central, Inc.
200 E. Randolph, 12th Floor
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: ,
Address:

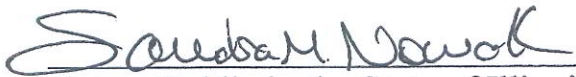
Signature: _____
Name and Title:
Address:

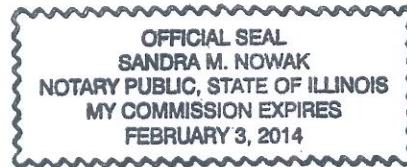
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th of May, 2010, before me, Sandra M. Nowak, a Notary Public, within and for said County and State, personally appeared Linda M. Iser to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra M. MARTINEZ, Linda M. ISER, Karen L. DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Marvin O. RIVERA, Kimberly BRAGO, William P. REIDINGER and Karen E. BOGARD, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated March 25, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

By:

Theodore G. Martinez

Gerald F. Haley Assistant Secretary Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 23rd day of April, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 08993890

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that CROWLEY-SHEPPARD ASPHALT, INC.

6525 West 99th Street
Chicago Ridge, IL 60415-0157

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and.

(Here insert full name and address or legal title of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane
Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

VILLAGE OF ORLAND PARK
14700 S. Ravina Ave.
Orland Park, IL 60462

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Two million two hundred seventy seven thousand nine hundred thirty six and 25/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 2,277,936.25),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

, entered into a contract with Owner for

(Here insert full name, address and description of project)

2010 Road Improvement Program

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

20th

day of

May, 2010



(Witness)

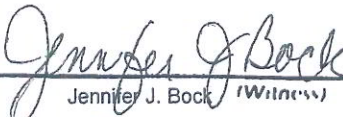
CROWLEY-SHEPPARD ASPHALT, INC.

(Principal)

(Seal)



R. A. SHEPPARD (Title) PRESIDENT

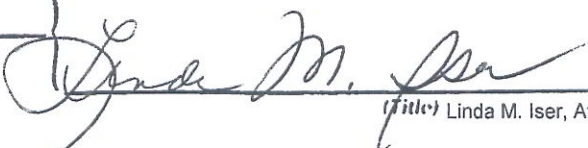


Jennifer J. Bock (Witness)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Seal)



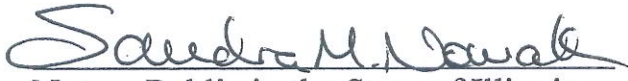
(Title) Linda M. Iser, Attorney-in-Fact

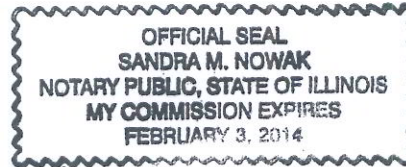
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 20th of May, 2010, before me, Sandra M. Nowak, a Notary Public, within and for said County and State, personally appeared Linda M. Iser to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011